



CYNTHIA D. BANKS
Interim Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

September 6, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZATION TO EXECUTE FISCAL YEAR 2005-06 INTEGRATED CARE
MANAGEMENT (ICM) CONTRACT AMENDMENTS AND AUTHORIZATION TO
EXECUTE A CONTRACT TO PROVIDE OLDER AMERICANS ACT (OAA) TITLE III-C
NUTRITION PROGRAM SERVICES IN THE 4TH SUPERVISORIAL DISTRICT
(All SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Community and Senior Services (CSS), or designee, to execute Fiscal Year (FY) 2005-06 ICM contract amendments, in substantially similar form to Attachment A, with the two service providers shown on Attachment A-1 in the amount of \$226,417 for the provision of care management services, after County Counsel approval as to form, effective July 1, 2005 through June 30, 2006.
2. Authorize the Interim Director of CSS, or designee, to execute an additional contract, in substantially similar form to Attachment B, with Human Services Association (HSA) shown on Attachment B-1 in the amount of \$718,937 for the provision of nutrition services in the 4th Supervisorial District, after County Counsel approval as to form, effective July 1, 2005 through June 30, 2006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 21, 2005, your Board authorized the Interim Director of CSS, or designee, to accept and reallocate FY 2005-06 OAA funding. Two (2) agencies, Just Rite Community Programs, Inc. and St. Barnabas Senior Center, did not renew ICM Program contracts totaling \$314,468, and one (1) nutrition service provider,

Volunteers of America (VOA), chose not to renew its contract in the amount of \$808,937.

In its Board Letter dated June 21, 2005, CSS informed your Board of the contractors' belated decisions not to renew their contracts and CSS' intention to reallocate the funds when appropriate alternate contracted service providers were identified. This action was anticipated to occur within the first quarter of the new contract term, which was also indicated in the June 21, 2005 Board Letter. Also on June 21, 2005, CSS requested and received authority to reallocate and execute contract amendments within 25% of the original contract amount.

CSS has since identified Jewish Family Services (JFS) and WISE Senior Services as appropriate and willing alternate ICM Program service providers and now seeks authority to complete the reallocation and execute contract amendments in excess of the 25% discretionary authority granted by your Board on June 21, 2005.

The purpose of the first recommended action is to enable CSS to reallocate \$314,468 FY 2005-06 ICM Program funds and execute contract amendments in the amount of \$226,417, which exceeds the 25% discretionary authority granted by your Board on June 21, 2005 for two (2) ICM agencies, Jewish Family Services (JFS) and WISE Senior Services, identified on Attachment A-1. Contract amendments will also be executed with Special Services for Groups (SSG) and Villa Esperanza, two (2) existing ICM contractors, in the amount of \$88,051, which is within the 25% discretionary authority granted by your Board, also identified on Attachment A-1.

Funds distributed through these contract amendments to these four (4) ICM service providers are reserved for clients residing in Supervisorial Districts 2, 3, and 4, previously served by Just Rite Community Programs, Inc., and Supervisorial District 1, previously served by St. Barnabas Senior Center.

CSS has also identified HSA as an appropriate and willing alternate Nutrition Program service provider for the 4th District and now seeks to complete the reallocation and execute an additional contract.

The second recommended action will enable CSS to reallocate \$808,937 FY 2005-06 OAA Nutrition Program funds and enter into an additional contract with HSA for \$718,937 to continue the current level of nutrition services in the 4th Supervisorial District, previously served by VOA. Of the \$808,937, \$90,000 will be used for the purchase of vehicles as fixed assets procured through the Internal Services Department (ISD) for the Home-Delivered Meals Program.

The contract amendments and additional contract will be retroactive to July 1, because the non-renewing contractors did not inform CSS of their intention not to renew until shortly before CSS filed its June 21, 2005 Board Letter. Because CSS did not receive adequate notice from the contractors, CSS required this additional time to determine the best course of action to compensate for the non-renewing contractors without permitting an interruption of essential services such as home delivered meals, care management, and other supportive services to our vulnerable older adult and disabled adult population.

Performance Measures

In compliance with the funding agency requirements, CSS has developed performance standards including the following: The percentage of caregivers whose ability to provide care has increased or improved as a result of the services provided, the percentage of participants who reported improved social functions and emotional well-being, and the percentage of participants who are minority, low-income, disabled and age 75 or older exceeds the national average.

Agencies are required to develop benchmark criteria for each of the performance standards. CSS will assess the agencies' performance during each monitoring visit.

Implementation of Strategic Plan Goals

The recommended actions promote the Countywide Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility.

FISCAL IMPACT/FINANCING

There is no fiscal impact on the County general fund as the programs are fully financed using OAA Titles IIIB, IIIC and IIIE funds; APS Expansion funds; Community-Based Services Program (Linkages, funded with State General Funds AB 2800); and Linkages Disabled Parking Violation Fees Account (AB 764).

The recommended allocations are as follows:

Amendments exceeding 25% authority	\$226,417
Amendments within 25% authority	<u>\$ 88,051</u>
Total reallocation for the ICM Program	\$314,468
 Additional contract with HSA	 \$718,937
Vehicles	<u>\$ 90,000</u>
Total reallocation for the Title III Nutrition Services Program	\$808,937

The purchase of vehicles is for the Home-Delivered Meals Program. The recommended action will allow the County to purchase five (5) vehicles for the delivery of meals to the homebound. These vehicles will ensure the delivery of meals under the recommended contract with HSA. CSS, in conjunction with the procurement authority of the Internal Services Department (ISD) will purchase the vehicles for use by HSA. The total purchase price for the vehicles shall not exceed the amount indicated.

There will be no impact on the County general fund. The OAA Title III, APS Expansion funds, AB2800 and AB764 funds are included in the FY 2005-06 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Board action is required because the contract amendment amounts exceed 25% of the original contract amounts. Further, CSS must execute an additional contract.

CAO has reviewed and concurs with the recommendations. County Counsel has reviewed and approved Attachments A and B as to form.

CONTRACTING PROCESS

In FY 2002-03, CSS conducted an open-competitive Request for Proposals (RFP) process for OAA Titles III and VII, State Block Grant, and HICAP funded programs for a four (4)-year period from July 1, 2003 through June 30, 2007.

Contracts are renewed annually upon Board approval in each four (4)-year funding cycle.

The ICM Program completed the third year of a three (3)-year funding cycle on June 30, 2005. CSS obtained approval from the California Department of Social Services (CDSS) for a one-year extension of the ICM program contracts for the period of July 1, 2005 through June 30, 2006.

The contractors selected for funding are currently contracted to provide services in areas of close proximity to the areas formerly served by Just Rite Community Programs, Inc., St. Barnabas Senior Center and VOA. Their performance justifies the reallocation and contract amendments. In addition, each contractor is in compliance with the Area Agency on Aging's (AAA) contract requirements.

Monitoring

Program monitoring of the nutrition, supportive services, and care-management services programs is performed annually and includes administrative and program monitoring to ensure contract compliance. Monitoring is accomplished through the

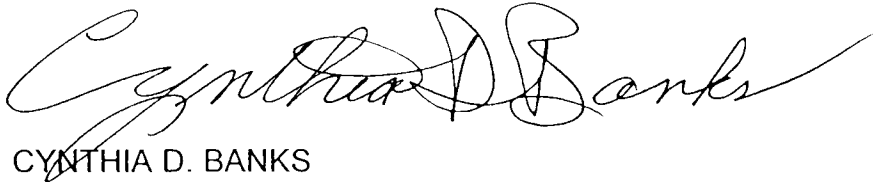
The Honorable Board of Supervisors
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Department's Centralized Compliance Division. Fiscal compliance monitoring will be conducted twice a year by an approved vendor procured through the Auditor-Controller.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow CSS to continue providing comprehensive and coordinated care management and nutrition services that support the health, dignity and independence of older adults and adults with disabilities aged eighteen (18) and older, and family caregivers. Current services, such as home delivered and congregate meals, and supportive services will continue with no interruption of services to clients.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cynthia D. Banks". The signature is fluid and cursive, with the first name "Cynthia" being the most prominent part.

CYNTHIA D. BANKS
Interim Director

Attachments (4)

c: David E. Janssen
Raymond G. Fortner, Jr.
J. Tyler McCauley



Contract No. _____
Amendment No. _____

**COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
AREA AGENCY ON AGING PROGRAMS
AMENDMENT NO. ONE TO CONTRACT NO.
FISCAL YEAR 2005-06**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES GRANT PROGRAM CONTRACT" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS") AND ("CONTRACTOR") ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 21, 2005 AND FURTHER IDENTIFIED AS AGREEMENT NO., HEREINAFTER REFERRED TO AS "CONTRACT."

This Amendment is made and entered into this _____ day of _____ 2005 by and between the County of Los Angeles, Community and Senior Services, hereinafter referred to as "CSS" and _____, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties hereto have previously entered into the above referenced Contract to provide; and

WHEREAS, CSS and CONTRACTOR desire to amend this Contract for the purpose of dedicating an additional allocation provided in Fiscal Year 2005-06 in exchange for additional defined program services/areas and in accordance with the terms and conditions as set forth below:

NOW, THEREFORE, in consideration of the foregoing, the Contract is modified as follows:

- I. Section 3, COUNTY FISCAL OBLIGATION is deleted and replaced with the following:

SECTION 3. COUNTY FISCAL OBLIGATION. The County agrees to reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (**Exhibit C**) and its addendum (**Exhibit C-1**) in accordance with relevant invoicing policies and procedures set forth in this Contract and so long as the total amount obligated and paid to CONTRACTOR does not exceed the total value of the Contract, detailed in this Section, below. The original contract total between CSS and the CONTRACTOR was \$_____. The original contract amount is amended to reflect an increase of \$_____. CSS shall reimburse CONTRACTOR in the amount not to exceed _____ dollars \$_____ for the full contract period of _____ for services rendered in areas delineated in these materials. II. The attached **Exhibit B-1** will be an addendum to the original **Exhibit B**, of the Contract.

III. The attached **Exhibit C-1** will be an addendum to the original **Exhibit C** of the Contract.

IV. The attached **Exhibit D-1** will be an addendum to the original **Exhibit D** of the Contract.

This Contract is comprised of this Amendment, the attached exhibits, the original Contract which is the subject of this amendment and the exhibits attached thereto. **Except where modified by this Amendment, the terms and conditions of the original Contract shall remain in full force and effect.**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Interim Director of Community and Senior Services, or her designee, and the CONTRACTOR has subscribed the same through its authorized officer, on the day, month, and year first written above. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Interim Director
Community and Senior Services
County of Los Angeles

Approved As to Form:
Raymond G. Fortner, Jr.

By _____
Deputy County Counsel

CONTRACTOR

Contractor's Name (Print)

By _____
Authorized Signature

(Print or Type Name)

Title (Print or Type)

LOS ANGELES COUNTY AREA AGENCY ON AGING FY 2005-06

ICM PROGRAM AGENCIES IN EXCESS OF 25% AUTHORITY

ICM PROGRAM AGENCY	SERVICES	SPA	SUPERVISORIAL DISTRICT(S)	ORIGINAL FY 2005-06 FUNDING	AMENDED FUNDING TOTAL	REVISED BUDGET
1 Jewish Family Services of Los Angeles	Care Management, Care Plan, Assessment, Intake, Purchase of Services	2,4,5	1,2,3,5	\$318,952	\$110,064	\$429,016
2 WISE Senior Services	Care Management, Care Plan, Assessment, Intake, Purchase of Services	4,5,6	2,3,4	\$245,299	\$116,353	\$361,652
TOTAL		2,4,5,6	ALL	\$564,251	\$228,417	\$790,668

ICM PROGRAM AGENCIES WITHIN 25% AUTHORITY

ICM PROGRAM AGENCY	SERVICES	SPA	SUPERVISORIAL DISTRICT(S)	ORIGINAL FY 2005-06 FUNDING	AMENDED FUNDING TOTAL	REVISED BUDGET
3 Special Services for Groups	Care Management, Care Plan, Assessment, Intake, Purchase of Services	6,7,8	2,4	\$253,332	\$36,981	\$290,313
4 Villa Esperanza	Care Management, Care Plan, Assessment, Intake, Purchase of Services	2,3	1,3,5	\$382,990	\$51,070	\$434,060
TOTAL		2,3,6,7,8	ALL	\$636,322	\$88,051	\$724,373

AMENDED ICM AGENCIES	SERVICES	SPA	SUPERVISORIAL DISTRICTS	ORIGINAL FY 2005-06 FUNDING	AMENDED FUNDING TOTAL	REVISED BUDGET
Jewish Family Services, WISE Senior Services, Special Services for Groups, Villa Esperanza	Care Management, Care Plan, Assessment, Intake, Purchase of Services	ALL	ALL	\$1,200,573	\$314,468	\$1,515,041



COUNTY OF LOS ANGELES
OLDER AMERICANS ACT (OAA) SERVICES

GRANT PROGRAM CONTRACT
*By and Between the County of Los Angeles,
and _____*

**COUNTY OF LOS ANGELES
OLDER AMERICANS ACT (OAA) SERVICES
GRANT PROGRAM CONTRACT**

This Contract is entered into this 1st day of _____ by and between the County of Los Angeles, by and through its Department of Community and Senior Services ("CSS"), and _____ ("Contractor").

PREAMBLE

WHEREAS, the Congress of the United States through the Administration on Aging of the Department of Health and Human Services (hereinafter referred to as "HHS") through the State of California (hereinafter referred to as "State"), has made certain funds available under the Older Americans Act of 1965, as amended (hereinafter referred to as "OAA"), Title 42, Section 3021 et seq. of the United States Code, for providing nutrition and supportive services to elderly persons;

WHEREAS, pursuant to the Older Americans Act (hereinafter referred to as "OAA"), California Welfare and Institutions Code Section 9300 et seq., the California Legislature has designated the California Department of Aging (hereinafter referred to as "CDA"), as the single state agency for supervision of all programs under the OAA;

WHEREAS, pursuant to the provisions of the OAA, the CDA has designated the County's Community and Senior Services as the Area Agency on Aging for Los Angeles County (hereinafter referred to as "AAA"), exclusive of Los Angeles City, and the County has adopted an Area Plan for Programs on Aging to provide said services;

WHEREAS, pursuant to the Older Californians Act (hereinafter referred to as "OCA") Chapter 7.5 and the California Welfare and Institutions Code 9000 et seq., the AAA will provide program management of the community-based program specified in the OCA;

WHEREAS, pursuant to the provisions of the OAA, the CDA has approved County's Area Plan for Programs on Aging;

WHEREAS, State and County have entered into a written agreement,

which is incorporated by reference to the County's Area Plan for Programs on Aging, whereby State is to provide County with Federal and State General Funds to implement County's Area Plan for Programs on Aging in accordance with the OAA and OCA and all regulations and directives relating thereto which are promulgated by HHS and by State;

WHEREAS, pursuant to the provisions of said written agreement, County has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services;

WHEREAS, Contractor is equipped, staffed and prepared to provide certain said services;

WHEREAS, Contractor shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the program in order to ensure that all goals and objectives are achieved as contracted;

WHEREAS, pursuant to the provisions of California Government Code Section 53703, County may contract with other public and private agencies or organizations and do all acts necessary to participate in Federal programs, such as this program under the OAA and OCA, whereby Federal and State funds are provided to County for purposes of public health, safety or welfare; and,

WHEREAS, pursuant to procedures and standards developed by the CDA and set forth in the Appendices and Mandated Program Requirements (Exhibit B) hereof, Contractor agrees that such procedures and standards are binding upon Contractor during the term of this contract.

WHEREAS, for purposes of this Agreement, (1) "Elderly Persons" shall mean any person aged sixty or over, (2) "Dependent Adult" means any person residing in the service areas, between the ages of 18 and 64, who has physical or mental limitations which restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

WHEREAS, Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

WHEREAS, the Older Americans Act (OAA), California Department of Aging (CDA) Contract Number AP-0506-19 (hereinafter, the "Program") was implemented to provide services to older adults and functionally impaired adults; and,

WHEREAS, the County has received funding under the Program to

support Program activities administered by the County within its jurisdictional boundaries; and

WHEREAS, on _____, the Board of Supervisors authorized CSS to enter into an agreement with the Contractor for the purpose of providing services to eligible participants under the Program.

NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Program, as administered by the County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS. (a) This Contract consists of this eight-page document and the following exhibits, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Mandated Program Requirements (Exhibit B)
- (3) Statement of Work (Exhibit C)
- (4) Budget (Exhibit D)
- (5) Performance Requirements (Exhibit E)
- (6) Department Required Documents (Exhibit F)
- (7) Program Required Documents (Exhibit G)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this eight-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved first in favor of Mandated Program Requirements (Exhibit B) and then in favor of the Standard Terms and Conditions (Exhibit A) to this Contract.

SECTION 2. CONTRACTOR OBLIGATIONS. (a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by the County and funding agencies, and relevant Program provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the Funding Source).

(b) In addition to other obligations set forth in this Contract, and subject to County oversight, the Contractor shall perform those activities identified in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B).

(c) Prior to execution of this Contract, Contractor shall fully comply with § 403 (Conditions Precedent to Execution of Contract) of the Standard Terms and Conditions (Exhibit A). Absent compliance with § 403 and execution of the Contract, Contractor shall not be authorized to provide services set forth in the Statement of Work (Exhibit C) in accordance with applicable Mandated Program Requirements (Exhibit B), and shall not be entitled to payment for any services rendered prior to execution of the Contract.

(d) In accordance with § 1002 (Insurance) of the Standard Terms and Conditions (Exhibit A) to this Contract, Contractor shall provide the mandated programs of insurance at the following limits:

- (1) General Liability: Not less than – \$1 million per occurrence; – \$1 million aggregate for Products/Completed Operations; \$1 million for Personal and Advertising Injury; and – \$2 million general aggregate.
- (2) Automobile Liability: Not less than \$1 million for each accident.
- (3) Workers' Compensation: State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident, for each disease, for each employee, and policy limit.
- (4) Crime Coverage: In per occurrence amounts not less than \$_____ for Employee Dishonesty; \$_____ for Forgery or Alteration; \$_____ for Theft, Disappearance and Destruction; \$_____ for Computer Fraud; and \$_____ for Burglary and Robbery.
- (5) Professional Liability: Not less than \$ 1 million per occurrence and \$3 million aggregate.
- (6) Other: _____

Except as expressly provided herein, the remaining terms and conditions set forth in § 1000 shall continue to be enforceable and binding on the Contractor.

- (e) Accurate and complete invoices shall be submitted by Contractor to the County Program Manager, no later than the 10th of the month immediately following the month in which the services invoiced

were rendered or the actual expenditures invoiced were incurred. If the 10th falls on a Saturday, Sunday or national holiday then the invoices are due the next business day. In the event accurate and complete invoices are not timely submitted, the County may decline payment of a portion or the entire amount invoiced.

SECTION 3. COUNTY FISCAL OBLIGATION. The County agrees to reimburse the Contractor for satisfactory provision of services identified in the Statement of Work (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed _____dollars () during the term of this Contract.

SECTION 4. PROGRAM MONITORING. (a) Contractor shall comply with all provisions of this Contract addressing Program monitoring as set forth in the Standard Terms and Conditions (Exhibit A).

(b) The County intends to perform contract compliance reviews in addition to fiscal and program monitoring pursuant to CSS policies and procedures. In accordance with such policies, CSS will conduct (at a minimum) one on-site fiscal, program and compliance monitoring review during the term of the Contract. This section shall not be construed, interpreted nor deemed to waive or otherwise limit the Contractor's monitoring obligations and responsibilities set forth in this Contract, nor is it intended to create any obligation on behalf of the County or any right or benefit for the Contractor.

SECTION 5. TERM. The term of this Contract shall commence on _____ and terminate no later than _____, except as otherwise provided in this Contract.

SECTION 6. CONTRACT ADMINISTRATION. (a) The _____ County Program Manager who shall be responsible for administering the Program-related provisions of the Contract on behalf of the County shall be _____.

(b) The Contractor's Program Manager, who shall be responsible for administering the Contract on behalf of the Contractor, shall be _____, **Project Director.**

SECTION 7. NOTICES/AUTHORIZED SIGNATURES. (a) **Notices:**

Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(1) **County of Los Angeles**

(2) **Contractor**

Attention: _____

(b) **Authorized Signatures.** Person(s) authorized to sign Contractor's Reimbursement Requests:

_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Typed Name)	_____ (Typed Name)
_____ (Title)	_____ (Title)

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IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Contractor have caused this Contract to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

By: _____
Cynthia D. Banks, Interim Director
Community and Senior Services

Approved as to Form:

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

CONTRACTOR

By: _____
(Signature)

(Print Name)

(Title)

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ATTACHMENT B-1

LOS ANGELES COUNTY AREA AGENCY ON AGING FY 2005-06 OLDER AMERICANS ACT (OAA)

OAA TITLE III-C NUTRITION PROGRAM	SERVICES	SPA	SUPERVISORIAL DISTRICT(S)	ORIGINAL FY 2005-06 FUNDING	AMENDED FUNDING TOTAL	REVISED BUDGET
1 Human Services Association	Congregate Meals, Home-Delivered Meals, Telephone Reassurance, Home-Based Care	6,7	1,2,4	\$882,758	\$718,937	\$1,601,695
TOTAL		6,7,8	1,2,4	\$882,758	\$718,937	\$1,601,695